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Title: **Herkimer, Village of and Herkimer Unit 7103, CSEA, Local 1000, AFSCME, AFL-CIO, Herkimer County Local 822 (2001)**

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Union: **Herkimer Unit 7103, CSEA, AFSCME, AFL-CIO**

Local: **1000, Herkimer County 822**

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Herkimer, Village Of And Csea Local
822 (General Employees Unit)

CONTRACT

BETWEEN

VILLAGE OF HERKIMER, N.Y.

AND

VILLAGE OF HERKIMER UNIT 7103

OF THE

HERKIMER COUNTY LOCAL 822

OF THE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

JUNE 1, 2001 – MAY 31, 2005

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE I

GOVERNING LAWS

SECTION 1. The Law governing this contract shall be the Public Employees Fair Employment Act of 1967 (Article 14 of the Civil Service Law of the State of New York) and such Local Laws of the Village of Herkimer as adopted or amended, which are not inconsistent with the said Act.

ARTICLE II

RECOGNITION

SECTION 1A. The Village of Herkimer recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the certified union, pursuant to the Terms of Certification issued on January 20, 1960, as the sole and exclusive representative for collective negotiations with respect to wages, salaries, hours and all other terms and conditions of employment for all employees in the bargaining unit defined in Article III and Article II, Section 1B.

SECTION 1B. In accordance with the motion passed at the Regular Meeting of the Board of Trustees of the Village of Herkimer, New York, held on the 20th day of January, 1960, the Village of Herkimer employees not represented by the above defined Civil Service Employee's Association are as follows:

1. Police and Fire Department Employees
2. Department of Public Works Commissioner
3. Supervisor(s) of the Divisions of Water, Sewer, Street, Office and Recreation
4. Codes Enforcer
5. Administrator
6. Engineer
7. Village Clerk-Treasurer
8. Village Attorney
9. Part-time Employees
10. Temporary Employees
11. Summer Help
12. Board of Trustees

SECTION 1C. Temporary employees shall receive benefits after six months continuous service with the Village.

SECTION 2. Civil Service Employees Association having been recognized or certified as the exclusive representative of employees within the bargaining unit shall be entitled to have deductions made from the wages or salaries of the employees of said bargaining unit who are not members of Civil Service Employees Association, and the fiscal or dispersing officer of the Village of Herkimer

shall make such deduction and transmit the sum so deducted.

Any employee in the bargaining unit who has not joined Civil Service Employees Association within thirty (30) days of becoming an employee, shall as a condition of employment, pay to Civil Service Employees Association an amount equal to the uniform dues of members of the Civil Service Employees Association.

This provision shall become effective June 1, 1981.

All other employees who are members prior to June 1, 1981, as a condition of employment, shall maintain their membership.

SECTION 3. The members of this bargaining unit affirm that they do not assert the right to strike against the employer, to assist or participate in arranging such strike or to impose an obligation upon its members to conduct, assist, or participate in such strike.

SECTION 4. On the effective date of this agreement, the employer shall supply to the Village of Herkimer Unit a list of all employees in the bargaining unit showing the employees full name, home address, Social Security number, item number, job title, work location, membership status, insurance deduction and first date of employment. Such information shall hereafter be provided to the unit on an annual basis.

The employer shall supply to the Village of Herkimer Unit on an annual basis, the name, item number, and work location and date of hire of all new employees. In addition, the employer shall supply a listing of employees showing the item number and work location, who terminate their employment.

SECTION 5. Members of the bargaining unit who are elected or appointed officers or officials of the Civil Service Employees Association, Inc. shall have the right to leave, without charge to accumulated credits, for the conduct of union business as follows:

1. An employee who is a delegate to the Civil Service Employees Association Annual Convention shall be granted four (4) days leave per year, without charge to accumulated credits, to attend the Civil Service Employees Association Annual Convention.

2. An employee who is elected or appointed official of Region V Civil Service Employees Association, Inc. shall be granted three (3) days leave per year without charge to accumulated credits, to attend meetings and official functions as called for by the Regional President.

SECTION 6. Upon receipt of a signed authorization form from an employee of the Bargaining Unit, the regular weekly membership dues of the CSEA will be deducted from the employees pay and remitted to the C.S.E.A., P.O. Box 7125, Capitol Station, Albany, NY 12224

Payroll deductions will also continue for the Utica Federal Credit Union.

ARTICLE III

RECIPROCAL RIGHTS

SECTION 1. The employer recognizes the right of its employees to designate representatives of their respective bargaining unit to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms of this contract and to visit their employees during working hours.

Such unit representatives shall also be permitted to appear at Public Hearings before the Village Board of Trustees upon the request of the employees.

SECTION 2. An employee who is a designated representative of the C.S.E.A. shall be granted a reasonable time off with pay for the purpose of disposing of grievances.

ARTICLE IV

CONDITIONS OF EMPLOYMENT

SECTION 1. Work hours for personnel of the Street, Recreation, Water and Sewer Departments, (hereto after referred to as the DEPARTMENT OF PUBLIC WORKS) shall be eight (8) hours per day for five (5) days with one half (2) hour unpaid lunch. Workday shall be from Seven (7:00) A.M. to Three Thirty (3:30) P.M., from Monday through Friday, with one half hour unpaid lunch. Two employees in recreation shall work a winter schedule of three (3:00) P.M. to Eleven (11:00) P.M. at the discretion of the Department Head.

SECTION 2. Work hours for personnel of the Office Staff shall be from Eight-Thirty (8:30) A.M. to Four-Thirty (4:30) P.M., consisting of a seven (7) hour workday, with one (1) hour unpaid lunch, Monday through Friday. During the months of June, July and August, the hours shall be from Eight (8:00) A.M. to Four (4:00) P.M. with a one (1) hour unpaid lunch, Monday through Friday. The work hours for the custodian shall be from Six (6:00) A.M. to Three (3:00) P.M. with one (1) hour unpaid lunch.

Flex hours shall be permitted for office personnel with the prior approval of the Department Head.

SECTION 3. Employees of the Department of Public Works will be paid time and one half for any work in excess of eight (8) hours per day or Forty (40) hours per week.

SECTION 4. The Office Staff employees will receive time and one-half for any work in excess of seven (7) hours per day or thirty-five (35) hours per week.

SECTION 5. Time and one-half will be paid for work at the Reservoir outside of the normal work week.

SECTION 6. The winter work schedule for new installations shall be determined by the Village Engineer or the Department Head in conformity with the applicable sections of the Water Department Rules and Regulations and the applicable sections of the Sewer Ordinance.

SECTION 7. Safety helmets shall be worn on all hazardous duties at the direction of the Department Head and shall be paid for by the employer. The employees agree to abide by all rules and regulations of OSHA in their employment so that safety can be improved at the work sites. Employees shall be required to wear shirts and pants. Tank tops, cut-offs, or other inappropriate clothing shall not be permitted to be worn.

SECTION 8. When an employee works in excess of a nine (9) hour shift, the employee will receive a Seven Dollar (\$7.00) meal allowance.

SECTION 9. When an employee, after leaving his place of employment is called back and reports for work other than during his regularly scheduled shift, such employee shall be given a minimum of three (3) hours pay at the rate of time and one-half. This shall apply to all members of the bargaining unit.

SECTION 10. At the discretion of the department head, any employee who is required to work more than two (2) days above the employee's title, shall be compensated at the higher rate of pay.

SECTION 11. When an employee is required to do masonry work, the employee will be compensated at fifty cents (\$.50) per hour more than their regular daily hourly rate.

SECTION 12. A night pay differential of eleven percent (11%) for the regularly scheduled shifts will be paid for work performed between Twelve (12:00) Midnight and Eight (8:00) A.M., Ten (10:00) P.M. to Six (6:00) A.M. or Eleven (11:00) P.M. to Seven (7:00) A.M.

A night pay differential of seven percent (7%) for the regularly scheduled shift shall be paid for work performed between Four (4:00) A.M. and Twelve (12:00) Noon and Three (3:00) P.M. to Eleven (11:00) P.M. for recreation employees who work the winter schedule.

SECTION 13. Stand-by men of the Department of Public Works (Street Division) shall receive one hundred twenty five dollars (\$125.00) per week, per man, for a total of no more than three men per week for the period of time from November 1 through April 1 of each Fiscal Year.

ARTICLE V

SCOPE OF SALARY SCHEDULE

SECTION 1. The Salary Schedule hereto attached and made a part hereof contains the Village of Herkimer Job Titles covered by this agreement and the respective hourly rates to be paid for each stated position for the 2002-2002, 2002-2003, 2003-2004, and 2004-2005 Fiscal Years.

SECTION 2. The hourly rates for each of the Fiscal Years covered represents the following:

Effective June 1, 2001	3%
Effective June 1, 2002	3%
Effective June 1, 2003	3%
Effective June 1, 2004	3%

SECTION 3. This Salary Schedule does not apply to temporary seasonal employees. A temporary, seasonal employee is defined as a person who is employed for less than one thousand (1,000) hours in a Fiscal Year.

ARTICLE VI

LONGEVITY

SECTION 1.

Longevity shall be paid as follows based upon Grade 1 police salary:

After four (4) years	2.5%
After eight (8) years	3.5%
After twelve (12) years	4.5%
After sixteen (16) years	5.5%
After twenty (20) years	6.5%

ARTICLE VII

JOB ABOLISHMENT, REDUCTION IN FORCE, LAYOFFS AND RECALL

SECTION 1. Job abolishment, reduction in force, layoffs and recall shall be governed by Section Eighty (80), Eighty-One (81), and Eighty-Five (85), of the Civil Service Law for Competitive Class

Personnel.

SECTION 2. In the case of job abolishment, reduction in forces, layoffs and recall amongst non-competitive personnel the following procedure shall prevail: -

- (a) The employee involved shall have the right to replace the least senior employee within the Water and Sewer, Street, and Recreation Divisions of the Department of Public Works.
- (b) Employees shall be recalled in reverse order of layoff.
- (c) The Village of Herkimer shall give two (2) week's written notice prior to layoff.

ARTICLE VIII

HOLIDAYS

SECTION 1. The following days, and any day designated by the President of the United States or Governor of the State of New York as a National or State Holiday are hereby designated as paid Holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President Birthday (Washington)	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday Following
Independence Day	Thanksgiving Day
	Christmas

When a Holiday falls on a Saturday, the preceding Friday shall be designated as the Holiday, and if the Holiday falls on a Sunday, the following Monday shall be designated as a Holiday.

***Note: - Veteran's Day is a paid Holiday for all employees, both veterans and non-veterans.

SECTION 2. All personnel who are required to work on a Holiday will be paid at the rate of time and one-half based on a forty (40) hour work week for the Department of Public Works, and based on a thirty-five (35) hour work week for the Office Staff.

SECTION 3. To be entitled to Holiday pay, personnel are required to work the scheduled day immediately preceding and following the Holiday with the exception of bonafide sick leave. In case of sick leave, a doctor's report may be required at the discretion of the Department Head.

SECTION 4. Permanent personnel only are entitled to Holiday pay. To be eligible for Holiday pay, the employee must be employed thirty (30) calendar days from the initial date of employment;

commencing with the anniversary date of actual full time permanent employment.

ARTICLE IX

PERSONAL DAYS

SECTION 1. In addition to paid Holidays, all permanent personnel are entitled six (6) Personal Leave days per year. Personal Leave shall accumulate after six months of permanent employment.

SECTION 2. Personal Leave days may be taken at any time, provided twenty-four (24) hours prior written notice is given to the Department Head. In the case of emergency, the employee must give notice of his inability to report to work.

SECTION 3. In the event of a death in the family of an employee, the employee shall be permitted three (3) paid days of Leave, providing the employee returns to work the next scheduled work day. Family shall be defined as follows:

Spouse, Mother, Father, Sister, Brother, Child, Mother-in-Law,
Father-In-Law, Sister-In-Law, Brother-In-Law, Stepmother, Step-
Father, and Stepchildren, and local prentice.

In the event of the death of a Grandparent, Aunt, Uncle, Niece, Nephew or Grandchild, the employee shall be granted one (1) day paid Leave.

SECTION 4. Twenty-four (24) hour notice must be given to Department Head prior to taking a Personal Day. Any unused personal days may be added to unused Sick Leave days at the end of each year.

ARTICLE X

VACATIONS

SECTION 1. The vacation period commences June 1st and ends May 31st. Vacations are determined by the anniversary date of full-time employment for all departments. Employees hired on or before December 31, 1995 shall earn vacation as follows:

After 1 year of Service	1 week vacation
2 years of Service	2 weeks vacation
3 years of Service	2 weeks and 1 day vacation
4 years of Service	2 weeks and 2 days vacation
5 years of Service	3 weeks vacation
6 years of Service	3 weeks and 1 day vacation
7 years of Service	3 weeks and 2 days vacation

8 years of Service	3 weeks and 3 days vacation
9 years of Service	3 weeks and 4 days vacation
10 years of Service	4 weeks vacation
11 years of Service	4 weeks and 1 day vacation
12 years of Service	4 weeks and 2 days vacation
13 years of Service	4 weeks and 3 days vacation
14 years of Service	4 weeks and 4 days vacation
15 years of Service	4 weeks and 4 days vacation
16 years of Service	4 weeks and 4 days vacation
17 years of Service	4 weeks and 4 days vacation
18 years of Service	4 weeks and 4 days vacation
19 years of Service	4 weeks and 4 days vacation
20 years of Service	5 weeks vacation
25 years of Service	6 weeks vacation

Employees hired on or after January 1, 1996 shall earn vacation as follows:

1 years of service	1 week
2 years of service	2 weeks
5 years of service	3 weeks
10 years of service	4 weeks.

SECTION 2. No one shall take more than three (3) consecutive weeks of Vacation during July and August.

SECTION 3. Vacations that are granted shall give preference to individuals with seniority of Service, if more than the allotted number of individuals of any Department apply for the same vacation period of time.

SECTION 4. All vacations are subject to prior approval of the Department Head of the respective Department in which an individual is employed.

SECTION 5. All vacations must be taken during the Fiscal Year or be forfeited, except as hereby noted. When an employee is entitled to three weeks vacation, one weeks' vacation may be carried over to the next Fiscal Year. When an employee is entitled to four (4) weeks vacation, two (2) weeks vacation may be carried over to the next Fiscal Year.

SECTION 6. Vacations within the Department of Public Works will be subject to the following limitations. Not more than two (2) persons in the Water Division, two (2) persons in the Sewer Division, and three (3) persons in the Street Division, and two (2) in the Recreation Division shall be on vacation at the same time. The Office Staff shall be limited to two (2) persons on vacation at the same time.

SECTION 7. Upon retirement, employees shall receive pro rata vacation.

ARTICLE XI

SICK LEAVE AND SICK LEAVE BANK

SECTION 1. Sick leave is accumulated by permanent employees only. Probationary and temporary help accumulate no sick time except as hereinafter.

SECTION 2. Probationary personnel, upon attaining permanent status will accumulate sick leave from the date of initial employment.

SECTION 3. To be eligible for sick pay, the employee must give notice of his inability to work because of illness, to his Department Head prior to the commencement of the work day.

SECTION 4. For employees with 20 years of service with the Village as of December 31, 1995, at retirement, the employer will provide one (1) month's paid hospitalization for each day of unused sick leave until age sixty (60) or at the age Federal Medicare may take over after which the provisions of Article XII, Section 1 shall apply. If the member does not require such coverage, or there is a balance of days remaining, the said balance of any accumulated and unused sick leave, not otherwise set aside for insurance purposes shall be paid by the Village to the member of his estate at sixty-five percent (65%) of his then current daily day rate to a maximum of 175 days. Said payment to be made within the sixty (60) days of his death or retirement.

Employees with less than twenty (20) years of service as of December 31, 1995 shall be permitted to convert two (2) days of unused sick leave for one (1) month of health insurance premium upon retirement until the age of sixty (60) or at the age that Federal Medicare may take over, after which the provisions of Article XII, Section 1 shall apply. Employees with less than twenty (20) years of service as of December 31, 1995 may accrue up to 192 days of sick leave for the purposes of sick leave conversion only.

Employees hired on or after January 1, 1996 may convert unused sick leave to a cash bank at the rate of pay at the time of retirement, which may be applied to health insurance premium cost at retirement, if the retiree so elects. If the retiree elects not to utilize payment for unused sick leave for health insurance purposes, the retiree may convert sick leave to cash at 65% of his then current daily rate to a maximum of 175 days.

SECTION 5. All personnel accumulate one and one-half (1 2) days of sick time per month of employment or eighteen (18) days per year, unlimited.

SECTION 6. Personnel are charged one day of sick leave for each scheduled work day missed because of illness, based on an eight (8) hour day for the Department of Public Works, and a seven (7) hour day for the Office Staff.

SECTION 7. Anyone absent from work because of illness more than two consecutive days, may be required to furnish to the Department Head a note from the doctor confirming the reported illness.

SECTION 8. All personnel with accumulated sick leave may use up to fifteen (15) days per year for family illness. Family shall be defined as:

Spouse, Mother, Father, Son, Daughter, or anyone else residing in the household.

Family sick leave may only be used for nonscheduled, emergency illnesses, injuries and prescheduled medical operations.

SECTION 9. Sick Leave Bank - In the event that an employee is compelled to be absent from work because of serious illness or disability and the employee's sick leave accumulation is exhausted, he/she may submit a written request for sick leave coverage.

The written request must be made to the Mayor, with a copy to the President of the Union, and must be accompanied by a verification of the nature and scope of the illness or disability signed by an attending physician.

A committee composed of the Mayor, Union President, a member of the Union, will then determine the validity of the request. The committee may request additional medical evidence if deemed necessary.

Once a request is deemed valid, all employees will be notified by the Union President that the Sick Bank is open for donations. This notification will also identify the nature of the emergency and will establish a reasonable deadline by which donations must be made.

Any employee wishing to donate one of his/her accumulated sick leave days to the Bank, must do so on a special form provided by the Village.

Completed forms will be submitted to the committee where they will be placed in a box and beginning on the day following the closing date for donation to the Bank will be drawn by lot in such number as is necessary to provide sick leave for the qualifying applicant retroactive to the date of exhaustion of said applicant's own sick leave, and for a period to be determined by the committee or the capacity of the Bank.

As donated days are used, such will be indicated on the donor form and returned to the donor. Drawing will be made by the committee. Donor forms for any unused days will be returned to the donors with indication that they were not used.

Each employee will be allowed to donate a maximum of two days per year per illness or disability.

If the Bank is exhausted, the Village Board may, at its sole and no-grievable discretion, elect to provide further paid sick leave benefits.

ARTICLE XII

MEDICAL AND HOSPITAL INSURANCE

SECTION 1. The Village shall provide to all full time employees and retired employees, who were hired on or before December 31, 1995, between the ages of sixty (60) and sixty-five (65) the full cost of hospital and medical insurance.

Employees hired after July 9, 1992 shall contribute 20% towards the health insurance premium during their first five years of employment, which shall be by payroll deduction, from gross pay. After the first five years, the employee shall contribute 15 percent towards the health insurance premium, for the duration of employment.

SECTION 2. The Village shall provide Blue Cross/Blue Shield SU-44 Health Insurance to all full time members of the bargaining unit and their spouses, and dependent children, as defined by the insurance carrier, with hospital and medical insurance coverage, including major medical insurance coverage of One Million Dollars (\$1,000,000.00) and shall pay the cost thereof. Said policy shall also provide X-Ray and Laboratory Fee Schedules.

The Village shall also offer Blue Cross/Blue Shield HMO Preferred Health Insurance Plan.

SECTION 3. Subject to the limitation set forth in Section 4 below: The Village shall provide all members of the bargaining unit, who retire subsequent to the effective date of this agreement, and their spouses, and dependent children, as defined by the insurance carrier, with the same hospital and medical insurance coverage, including major medical insurance coverage of One Million Dollars (\$1,000,000.00) as is provided full time members, and pay the cost thereof.

SECTION 4. The Village shall provide with respect to retired members and their spouses and dependent children, as defined by the insurance carrier, health insurance as provided in Article XI, Section 4 of this agreement. Should the employee not require such coverage, or there is no balance of sick leave to provide said coverage, the Village shall maintain the hospital and medical insurance of said employee, providing that the employee pays the cost of any premium.

Members who retire shall be eligible for retiree health insurance in accord with the employee's status at the time of retirement (individual or family). An employee who retires with individual coverage shall be entitled to retiree health insurance at individual coverage. An employee who retires with family coverage shall be entitled to family retiree health insurance.

SECTION 5. Effective January 1, 1999, the Village shall no longer reimburse employees for major medical deductible costs. The Village shall reimburse SU-44 major medical deductible expenses

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incurred through December 31, 1998. Requests for reimbursement must be submitted no later than May 1, 1999.

SECTION 6. Effective June 1, 1988. The Dental Insurance provided by Blue Shield shall be Prime Blue.

SECTION 7. Employees who are covered by health insurance from another source, may elect not to receive Village health insurance. The employee must make the election in November of the following calendar year. The employee shall receive \$1,000.00 dollars, payable in the December of the year for which the employee did not receive health insurance. During the year, the employee may not opt back into the Village's health insurance plan, unless the employee is no longer covered by health insurance from the other source. If it is necessary for the employee to opt back into the Village's health insurance plan, the employee shall receive pro rata payment.

SECTION 8. The Village may change health insurance plan or carriers, upon sixty (60) days notice and consultation to the Union, so long as benefits are comparable to the existing plan. The sixty (60) day notice shall commence from the day that the Union received the new health insurance plan(s). If the Union does not agree that the new plan is comparable to the existing plan, it may file a grievance directly to arbitration.

SECTION 9. Except for members of the bargaining unit as of December 31, 1995, whose spouse is employed by the Village, if a member and spouse are employed by the Village, the Village shall provide either one (1) family plan or two (2) individual plans. The members shall not be required to co-contribute for health insurance as provided in this Agreement. These employees shall not be entitled to the buy-out as provided in Section 7 of Article XII.

ARTICLE XIII

LIFE AND ACCIDENT INSURANCE

SECTION 1. The employer, in addition to the hospital and medical insurance, shall provide, at no cost to all full time employees, life insurance in the amount of Five Thousand Dollars (\$5,000.00) per employee with a cut back at age sixty-five (65) to One Thousand Dollars (\$1,000.00); and accidental death and dismemberment insurance in the amount of Five Thousand Dollars (\$5,000.00) per employee with a cut back to One Thousand Dollars (\$1,000.00) at age sixty-five (65).

ARTICLE XIV

PENSIONS

SECTION 1. All pension rights shall be governed by the appropriate sections of the New York State Retirement Laws and in accordance with the member's individual selected option.

SECTION 2. The employer shall file with the New York State Retirement System for 1/60th non-contributory thirty (30) year plan retro-active to 1938.

SECTION 3. For all those employees hired on or before December 31, 1995 who are at retirement age and opt to retire will receive a four thousand (\$4,000) dollar payment upon retirement. This provision shall not apply to employees hired on or after January 1, 1996.

ARTICLE XV

CLOTHING ALLOWANCE

SECTION 1. The Clothing Allowance for each full-time employee of the Recreation, Water and Sewer and Street Departments shall be a maximum of \$275.00, not to exceed the amount verified by receipts.

ARTICLE XVI

GRIEVANCE PROCEDURE

SECTION 1. COVERAGE - Effective upon the execution of this agreement, this Grievance Procedure shall apply to any misinterpretation of any Article of this Contract or any other claimed violation.

In addition, all disciplinary action for incompetency or misconduct in place of and in lieu of the procedures specified in Sections 75 and 76 of the Civil Service Law. This shall apply for all covered employees covered by this Contract.

SECTION 2. DEFINITIONS -

a. Grievance shall mean any claimed violation, misrepresentation, or improper application of the terms and conditions of this agreement, and any other term or condition not expressed in the Contract, and also as it relates to removal or other disciplinary action against any member of the bargaining unit.

b. Department Head shall mean the Department Head of the employee or employees affected by the alleged grievance.

c. Grievant shall mean any person or group of persons in the negotiation unit filing a grievance.

d. Party In Interest shall mean the Grievance Committee of the Union and any party named in a grievance who is not the grievant.

SECTION 3. PROCEDURES -

a. All grievance statements shall include the name and position of the grievant, the identity of the provision of the agreement involved in the said grievance, or other, the time when, and the place where the alleged events or conditions constituted the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the grievant, a general statement of the nature of the grievance, and the specific remedy sought by the aggrieved party.

b. If the grievance affects a group of employees and appears to be associated with Village-wide policy, it may be submitted directly at Stage 2 described below.

c. The preparation of grievances and processing insofar as possible, shall be conducted during the work hours of employment.

d. The Village and C.S.E.A. agree to facilitate any investigation which may be required, and to make available any and all material and relevant documents, communications, and records concerning the grievance.

e. Except as otherwise provided, a grievant and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses on his or her behalf.

f. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant. No documents, communications, or records dealing with the processing of a grievance shall be filed in the personal files of any participant.

g. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate department head and his or her C.S.E.A. Representative.

SECTION 4. TIME LIMITS -

a. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

b. No written grievance will be entertained and will be deemed waived unless a written grievance is forwarded at the first available stage within thirty (30) calendar days after the employee knew of the act or condition on which the grievance is based.

c. If a decision at any stage is not appealed to the next stage of procedure, within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

d. Failure, at any stage of the grievance procedure, to communicate a decision to the grievant, his representatives, and the C.S.E.A. within the specified time limit, shall permit the lodging of an appeal at the next stage of procedure within the time which would have been allotted had the decision been communicated by the final day.

SECTION 5. STAGES -

a. Stage 1. - Department Head

An employee having a grievance will discuss it with his Department Head, either directly or through a C.S.E.A. Representative, with the object of resolving the matter informally. The Department Head will confer with all Parties in Interest, but in arriving at his decision, will not consider any material or statements offered by on behalf of any Party in Interest with whom consultation has been had without the grievant or his representative present.

b. Stage 2. - Village Board

If the employee and C.S.E.A. are not satisfied with the decision at Stage 1, they may file an appeal in writing with the Village Board within ten (10) calendar days after receiving the decision at Stage 1.

Within ten (10) days after receipt of an appeal, the Village Board shall hold a hearing on the grievance. The hearing shall be conducted in Executive Session with all parties being present.

Within ten (10) calendar days after the conclusion of the hearing, the Village Board shall render a decision in writing on the grievance and present it to the grievant and C.S.E.A.

c. Stage 3. - Arbitration

After such hearing, if the employee and C.S.E.A. are not satisfied with the decision at Stage 2, and the Union determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Village Board within twenty (20) calendar days of the decision at Stage 2. Arbitration hereunder shall be pursuant to the rules of the Public Employment Relations Board.

Within ten (10) calendar days after such written Notice of Submission to Arbitration, the Village representative and the Union will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment within the specified period. Either party may request appointment of an arbitrator under the rules of the Public Employment Relations Board.

The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue.

The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement, nor add to, subtract from, or modify any of the provisions of this agreement.

The decision of the arbitrator shall be final and binding on all parties.

The cost of the service of the arbitrator, including expenses, if any, will be borne equally by the Village and the C.S.E.A.

ARTICLE XVII

INFORMATION

SECTION 1. On the effective date of this contract, the President of the local unit or his/her designee may come to the Village Office on his/her own time and take from the Village records a list of all employees in the bargaining unit showing the employees full name, home address, social security number, insurance deduction and first date of employment.

The Village shall supply to the President of the local unit the name, date of hire of all new employees. In addition, the Village shall supply a listing of employees who terminate employment.

ARTICLE XVIII

FAMILY MEDICAL LEAVE ACT

The parties agree that paid leave under the Collective Bargaining Agreement shall satisfy the Village's obligations under the Family Medical Leave Act.

ARTICLE XIX

MANAGEMENT RIGHTS

Except as expressly limited by any other provision of this Agreement, all of the authority, rights and responsibilities possessed by the Village are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Village; to determine the facilities, methods, means and number of personnel required; to select, recruit, hire, appraise, train, retain, layoff, promote, classify, reclassify, allocate and reallocate positions, determine qualifications of employees; assign or transfer employees; to direct, deploy, utilize the work force; to decide the number and location of its businesses and service operations to be conducted and rendered; to maintain order and efficiency in all its departments and operations, including the right to discipline employees.

ARTICLE XX

IMPLEMENTATION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXI

DURATION

Except as otherwise provided herein, this Agreement shall be effective June 1, 2001 through May 31, 2005.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

VILLAGE OF HERKIMER

**CIVIL SERVICE EMPLOYEES
ASSOCIATION**

BY: Mark Cusumano, Mayor

BY: George H. H. H.

Dated: 9-18-02

Dated: 9/18/02

BY: D. E. Butte LRS.

Dated: SEPT. 20, 2002

BY: _____

Dated: _____

SCHEDULE A**SALARY SCHEDULE
OFFICE STAFF****Salary Schedule Retroactive 6/1/01**

<u>Village Title</u>	<u>Civil Service Classification</u>	01-02	02-03	03-04	04-05
Computer Operator	Computer Operator	\$15.85	\$16.33	\$16.82	\$17.32
Sr. Account Clerk	Sr. Account Clerk	\$14.79	\$15.23	\$15.69	\$16.16
Water Clerk	Data Entry Operator	\$14.31	\$14.74	\$15.18	\$15.64
Payroll Clerk	Account Clerk Typist	\$13.44	\$13.84	\$14.26	\$14.69
Accounts Payable	Account Clerk Typist	\$13.44	\$13.84	\$14.26	14.69
Police Stenographer	Stenographer	\$13.41	\$13.81	\$14.22	\$14.65
Clerks Stenographer	Stenographer	\$13.41	\$13.81	\$14.22	\$14.65
Library Assistant	Library Clerk	\$12.10	\$12.46	\$12.83	\$13.21
Court Clerk	Clerk	\$11.21	\$11.55	\$11.90	\$12.26
Library Aide	Library Aide	\$10.03	\$10.33	\$10.64	\$10.96

Note: The hiring rate for all new employees shall be 7% less than the current job rate. Upon completion of one year of service, the new employee will receive 100% of the current job rate for the position in which they serve.

Note: Any error in mathematical calculation is subject to correction.

Note: Effective 8/14/02 Village Title of Court Clerk shall have Civil Service classification of Account Clerk Typist with salary schedule as presented above.

SCHEDULE B

**SALARY SCHEDULE
DEPARTMENT OF PUBLIC WORKS
Salary Schedule Retroactive 6/1/01**

<u>Village Title</u>	<u>Civil Service Classification</u>	<u>01-02</u>	<u>02-03</u>	<u>03-04</u>	<u>04/05</u>
Sewer Plant Operator	Sewage Trmt. Plant Opr.	\$17.11	\$17.62	\$18.15	\$18.69
W/A Working Foreman	Water Maint. Foreperson	\$16.13	\$16.61	\$17.11	\$17.62
Auto Mec. Foreperson	Auto Mec. Foreperson	\$14.80	\$15.24	\$15.70	\$16.17
Public Works Foreman	Working Foreperson	\$14.75			
		\$15.19	\$15.65	\$16.12	\$16.60
Auto Mechanic	Auto Mechanic	\$14.36	\$14.79	\$15.23	\$15.69
Reg. Working Foreman	Working Foreperson	\$14.32	\$14.75	\$15.19	\$15.65
Mechanic	Auto Mechanic	\$14.08	\$14.50	\$14.94	\$15.39
Water Maintenance (1)	Water Maint. Person	\$13.80	\$14.21	\$14.64	\$15.08
Sewer Maintenance (1)	Sewage Plant Maint. Worker	\$13.80	\$14.21	\$14.64	\$15.08
Heavy Equip. Opr. Gr. A	Heavy Equipment Operator	\$13.80	\$14.21	\$14.64	\$15.08
Heavy Equip. Opr. Gr. B	Heavy Equipment Operator	\$13.65	\$14.06	\$14.48	\$14.91
Sewer Maint. Gr. 2	Sewage Plant Maint. Worker	\$13.57	\$13.98	\$14.40	\$14.83
Water Maint. Gr. 2	Water Maintenance Person	\$13.57	\$13.98	\$14.40	\$14.83
Meter Reader	Water Meter Reader	\$13.80	\$14.21	\$14.64	\$15.08
Motor Equip. Opr. Gr. A	Motor Equipment Operator	\$13.42	\$13.82	\$14.23	\$14.66
Heavy Opr. Gr. C	Heavy Operator	\$13.41	\$13.81	\$14.22	\$14.65
Motor Equip. Opr. Gr. B	Motor Equipment Operator	\$13.30	\$13.70	\$14.11	\$14.53
Laborer, Grade A	Laborer	\$13.06	\$13.45	\$13.85	\$14.27
Motor Equip. Opr. Gr. C	Motor Equipment Operator	\$12.97	\$13.36	\$13.76	\$14.17
Laborer, Grade B	Laborer	\$12.81	\$13.19	\$13.59	\$14.00
Laborer, Grade C	Laborer	\$12.60	\$12.98	\$13.37	\$13.77
Laborer Recruit	Laborer	\$12.07	\$12.43	\$12.80	\$13.18

Note: The hiring rate for all new employees shall be seven percent (7%) less of the current job rate. Upon completion of one (1) year of service, new employees will receive one hundred percent (100%) of the current job rate for the position in which they serve.